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UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re

DOUBLE JUMP, INC.

Debtor.

Lead Case No.: BK-19-50102-gs
(Chapter 7)

Jointly Administered with:

19-50130-gs	DC Solar Solutions, Inc.
19-50131-gs	DC Solar Distribution, Inc.
19-50135-gs	DC Solar Freedom, Inc.

X Affects DC Solar Solutions, Inc.
X Affects DC Solar Distribution, Inc.
X Affects DC Solar Freedom, Inc.
X Affects Double Jump, Inc.

DECLARATION OF JEFFREY HARTMAN IN SUPPORT OF OMNIBUS REPLY TO SOLARSENSE DCS I, LLC'S OPPOSITIONS TO MOTION FOR ORDER APPROVING CONSENSUAL LIQUIDATION OF ESTATE'S INTEREST IN PROPERTY AND APPROVING COMPROMISE OF DISPUTED CLAIMS [ECF NO. 1453] AND TO TRUSTEE'S MOTION FOR ORDERS: (1) AUTHORIZING CONSENSUAL SALE OF PERSONAL PROPERTY BY AUCTION, (2) APPROVING SALE OF ESTATE-OWNED MSGS, AND (3) RATIFYING CONTINUING EMPLOYMENT OF CA GLOBAL AS AUCTIONEER [ECF NO. 1454]

Hearing Date: December 9, 2019
Hearing Time: 9:30 a.m.

Jeffrey Hartman, under penalty of perjury of the laws of the United States, declares:

1. I am an attorney in good standing with the State Bar of Nevada and am admitted to practice in this Court.

1 2. I represent Christina Lovato, the chapter 7 trustee appointed on March 22, 2019
2 (“Trustee”), to administer these jointly administered cases.

3 3. I have personal knowledge of the matters stated herein.

4 4. I make this Declaration in support of the Trustee’s Omnibus Reply to SolarSense
5 DCS I, LLC’s Oppositions To Motion For Order Approving Consensual Liquidation Of Estate’s
6 Interest In Property And Approving Compromise Of Disputed Claims **[ECF No. 1453]** And To
7 Trustee’s Motion For Orders: (1) Authorizing Consensual Sale Of Personal Property By Auction,
8 (2) Approving Sale Of Estate-Owned MSGs, And (3) Ratifying Continuing Employment Of CA
9 Global As Auctioneer **[ECF No. 1454]**.

10 5. For the last several months, I have been working with Emil Khatchatourian, counsel
11 for USB DC Solar Fund I, LLC and USB DC Solar Fund II, LLC (“USB I and II”).

12 6. Counsel for USB I and II has provided the Trustee with documentation from
13 December 2012 related to the purchase of 250 mobile solar generators (“MSGs”), from DC Solar
14 Solutions.

15 7. The documentation for the purchase of MSGs by each of USB Fund I and II is
16 extensive.

17 8. Attached as **Exhibits A and B**, respectively, are copies of the USB Fund I Solar
18 Equipment Purchase Agreement dated October 31, 2012 for 100 MSGs, and the corresponding
19 Secured Promissory Note.

20 9. Attached as **Exhibits C and D**, respectively, are copies of the USB Fund II Solar
21 Equipment Purchase Agreement dated December 21, 2012 for 150 MSGs, and the corresponding
22 Secured Promissory Note.

23 10. Each of the Secured Promissory Notes, at ¶ 5 grants to Solutions a security interest
24 in the equipment purchased and that security interest is reflected as a lien on the Certificates of
25 Title to the 250 USB MSGs.

26 11. **Exhibits B and D**, respectively, are copies of the Secured Promissory Notes
27 (“Notes”), executed by Jeffrey Carpoﬀ, as President of Solarmore Investments, Inc., as the
28 Managing Member of USB DC Solar Funds I and II. Paragraph 12 of each of the Notes provides:

Non-Recourse. Notwithstanding any other provision of this Secured Promissory Note, in no event shall Maker's members, officers, directors or managers have any personal liability for any of the obligations hereunder. Holder acknowledges and agrees, upon any Event of Default to look solely to Maker and any collateral pledged by Maker in support of Maker's obligations.

12. Attached as **Exhibits E and F** are copies of the Secured Promissory Notes for GEICO FUNDS XVIII and XXIII (“Notes”), executed by Carl Jensen, as President of Solarmore Management Services, Inc., as the Managing Member of Solar Eclipse Investment Fund XVIII and Fund XXIII. Paragraph 11 of each of the Notes provides:

Non-Recourse. Notwithstanding any other provision of this Secured Promissory Note, in no event shall Maker's members, officers, directors or managers have any personal liability for any of the obligations hereunder. Holder acknowledges and agrees, upon any Event of Default to look solely to Maker and any collateral pledged by Maker in support of Maker's obligations.

13. Attached as **Exhibits G and H** are copies of the UCC-1 Financing Statements for GEICO FUNDS XVIII and XXIII filed in August of 2015 and May of 2016 with the California Secretary of State.

DATED: December 4, 2019.

HARTMAN & HARTMAN

/s/ *Jeffrey L. Hartman*

Jeffrey L. Hartman, Esq., Attorney for Trustee